

Exhibit 9 A

of any Materials of Environmental Concern, that could reasonably be expected to result in a material claim under the Environmental Laws against any Seller or Affiliate of any Seller. Sellers have made available to Purchaser prior to the execution of this Agreement all environmental audits, assessments and documentation regarding environmental matters pertaining to, or the environmental condition of, the Acquired Assets or the compliance (or non-compliance) by Sellers or any of their Affiliates, with any Environmental Laws with respect to the Business or the Acquired Assets, to the extent such audits, assessments and documentation are in Sellers' possession.

4.18 **[Intentionally Deleted.]**

4.19 **Intellectual Property.**

(a) Schedule 4.19(a) sets forth, for all of the following included in Company Owned Intellectual Property, a complete list of all United States, foreign, international and state: (i) Patents and Patent applications; (ii) Trademark registrations, applications and material unregistered Trademarks; (iii) Domain Names; and (iv) Copyright registrations, applications and material unregistered Copyrights.

(b) Schedule 4.19(b) sets forth a complete list of all IP Agreements (other than standard form employee agreements that contain assignment of inventions provisions, assignments of Intellectual Property that have already been consummated, and licenses for Software commercially available having fees, whether up-front or annual, in the aggregate, of less than \$100,000 or that are solely subject to "shrink-wrap" or "click-through" license agreements). The listing of IP Agreements shall include for each agreement the title, the parties and the date executed.

(c) There is no pending or, to Sellers' knowledge, threatened Claim against any Seller involving Company Owned Intellectual Property or Company Used Intellectual Property, (1) alleging Infringement of Intellectual Property rights of any Person, or (2) challenging any Seller's or any Affiliate's ownership or use of, or the validity, enforceability or registrability of any such Intellectual Property.

(d) No Seller or any Affiliate thereof has brought or, to Sellers' knowledge, threatened a Claim against any Person (1) alleging Infringement of Company Owned Intellectual Property or Company Used Intellectual Property rights or (2) challenging any Person's ownership or use of, or the validity, enforceability or registrability of any Company Owned Intellectual Property or Company Used Intellectual Property.

(e) Sellers own all Company Owned Intellectual Property and have the valid and enforceable right to use all Company Used Intellectual Property, free and clear of all Liens except for Permitted Encumbrances.

(f) Except as would not have, individually or in the aggregate, a Material Adverse Effect, the Company Owned Intellectual Property (i) has been duly maintained, (ii) is subsisting, in full force and effect, (iii) has not been cancelled, expired or abandoned, and (iv) is valid and enforceable.